

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

FILED

UNITED STATES DISTRICT COURT

SEP 02 2022

for the
Central District of TexasCLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature]
DEPUTY CLERK

Division

1:22CV00892 LY

Case No. _____

(to be filled in by the Clerk's Office)

Gerard C Tcheumani Jr.

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Loop Insurance Mobility Inc.

John Henry

Jesus Videl

Rose Robinson

Kyle Rose

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Gerard C Tcheumani Jr</u>
Street Address	<u>27835 Rainier Road</u>
City and County	<u>Castaic Los Angeles</u>
State and Zip Code	<u>California [91384]</u>
Telephone Number	<u>661-373-5979</u>
E-mail Address	<u>ctcheumani@gmail.com</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

Defendant No. 1

Name	John Henry/ Loop Mobility Inc.
Job or Title (<i>if known</i>)	Co-CEO
Street Address	701 Brazos Street
City and County	Austin
State and Zip Code	Texas
Telephone Number	844-544-5667
E-mail Address (<i>if known</i>)	jh@ridewithloop.com, people@ridewithloop.com,

Defendant No. 2

Name	Jesus Vidal
Job or Title (<i>if known</i>)	Head of Customer Service
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address (<i>if known</i>)	jesus@ridewithloop.com, support@ridewithloop.com

Defendant No. 3

Name	Rose Robinson
Job or Title (<i>if known</i>)	Customer Care Lead
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address (<i>if known</i>)	rose@ridewithloop.com, support@ridewithloop.com

Defendant No. 4

Name	Kyle Rose
Job or Title (<i>if known</i>)	People Ops
Street Address	
City and County	
State and Zip Code	
Telephone Number	

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

E-mail Address (if known)

kyle@ridewithloop.com,support@ridewithloop.com

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal question

☐ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

Labor Code § 558.1

Labor Code § 98.6

Labor Code § 204

California Labor Code §§ 98.6, 204, 226, 203,

California Labor Code §§ 226(b) and 1198.5.

California Labor Code § 98.6

Breach of employment contract

Rule 602 of Federal Rules of Evidence

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, (name) _____, is a citizen of the
State of (name) _____.

b. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated
under the laws of the State of (name) _____,
and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, (name) _____, is a citizen of
the State of (name) _____. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) _____, is incorporated under
the laws of the State of (name) _____, and has its
principal place of business in the State of (name) _____.
Or is incorporated under the laws of (foreign nation) _____,
and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

1) Plaintiff introduced violations within the workplace entered with Defendant Loop Mobility, John Henry, Rose Robinson, Kyle Rose to defendant, including wrongful termination, lack of empathy in the workplace, numerous employment violations regarding taxes and payroll, full disclosure, including the real reason for the plaintiff's quick employment termination. Defendant has failed to respond to all affidavits and notices of claims that were sent certified mail via the United States Postal Service as well as emails from plaintiff's previous lawyers.

2) Defendant was provided the opportunity to State a claim or to remain silent and to agree with all terms set forth in the unresponded, un rebutted certified Demand Letter, which included a Request for Admissions and a Bill containing said violations. (All exhibits are attached for the record)

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Plaintiff is asking the court to order Loop Mobility Inc to pay in the amount of \$75,000 for inaccurate wage statements such as all hours worked. The manner in which Plaintiff was terminated is indicative of retaliatory motives in violation of California Labor

Code § 98.6.

In addition to the wrongful manner in which the Plaintiff employment was terminated, the Defendant failed to provide the plaintiff's final paycheck immediately as required by California law. The Plaintiff engaged in a protected activity when he complained about unpaid wages; plaintiff then suffered an adverse employment action when Defendant terminated plaintiff's employment; and there is a causal link between Plaintiff's complaint and the retaliatory conduct of Defendant.

Plaintiff is asking court to order relief due to the discovery of numerous states and federal employment law violations providing the opportunity for defendant to state a claim or remain silent to which the Defendant, Loop Mobility Inc, John Henry, Rose Robinson, and Kyle Rose, has remained silent in not responding to certified claims and emails Plaintiff is asking the court to order that as a result of the discovery of numerous employment violations under Labor Code and state law, that Loop Mobility Inc officially pay for damages and violations that has resulted during the time of employment plaintiff had during their employment at Loop Mobility Inc.

Plaintiff is asking the court to order the defendant to remit seventy-five thousand united states dollars (75,000) to plaintiff per:

Labor Code § 558.1

Labor Code § 98.6

Labor Code § 204

California Labor Code §§ 98.6, 204, 226, 203,

California Labor Code §§ 226(b) and 1198.5.

California Labor Code § 98.6

Breach of employment contract

Rule 602 of Federal Rules of Evidence

Total amount equaling \$35,000

(Previous Lawyer Fees Exceeding \$40,000)

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing:

08/28/2022

Signature of Plaintiff

Printed Name of Plaintiff

VCC 1-308 without prejudice
Gerard C Tcheumani Jr.

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address



LAW ASSIST

21777 Ventura Blvd
Suite 243
Woodland Hills, CA 91364
Tel: (424) 234-5229
kasim@employmentlawassist.com
employmentlawassist.com

April 8, 2022

Via Certified Mail Return Receipt

John Henry c/o
Loop Mobility, Inc.
3921 Kansas Avenue NW, #304
Washington, DC 20011

RE: Gerard Tcheumani v. Loop Mobility, Inc.

Dear Mr. Henry:

This office has been retained by Gerard Tcheumani ("Mr. Tcheumani") to represent him in connection with his legal claims against Loop Mobility, Inc. ("Defendant" or "Company") for violations of California Labor Code §§ 98.6, 204, 226, 203, Industrial Wage Commission Wage Orders, as well as the federal Fair Labor Standards Act ("FLSA").

Be further advised that the "Fair Day's Pay Act" (the "Act") went into effect on January 1, 2016. Under the Act, and pursuant to Labor Code § 558.1, the owners, directors, officers, or managing agents of an employer "may be held as liable as the employer" for the wage and hour violations of the California Labor Code asserted by an employee. Accordingly, any directors and/or officers of the Company will be held individually liable for the wage and hour violations asserted by Mr. Tcheumani and the monies owed to him as a result.

Personnel Records

This correspondence shall serve as a formal request for a copy of Plaintiff's payroll and personnel records pursuant to California Labor Code §§ 226(b) and 1198.5. As evidenced by the attached Notice of Designation and Authorization, Plaintiff has authorized you to communicate with, and release information and documentation to, Employment Law Assist regarding personnel, payroll and disciplinary records. Accordingly, please send the above-referenced items to Employment Law Assist at the above address within thirty (30) days in compliance with law.

Preservation of Evidence

You are hereby on notice that Mr. Tcheumani may seek discovery of any and all computers and computer networks, including any computer used as a server or in a back-up capacity, in your possession, custody and control and which contain information relevant to this case. Such computers should not be erased, reformatted or modified in any way (including but not limited to the installation of new or different operating systems and other procedures described below) that

could result in the irretrievable loss of electronic data relevant to this lawsuit. If such major reformatting or modification needs to be performed during the pendency of this lawsuit, you must take steps to ensure that all relevant electronic data is preserved in a usable form.

Should Defendant fail to properly preserve electronically stored or other information/ documents relevant to this lawsuit, Plaintiff will seek maximum available sanctions for spoliation and destruction of evidence, which can include an adverse jury inference, judgment as a matter of law, monetary fines and an award of attorney's fees.

FACTUAL BACKGROUND

On or around August 16, 2021, your Company hired Mr. Tcheumani to serve as a Customer Service Representative working remotely for your office located in Austin, Texas where he earned an hourly wage of \$22.00. Mr. Tcheumani generally worked part-time and his duties included, but were not limited to, answering telephone calls, addressing customer inquiries, and following up to ensure customer satisfaction. As demonstrated throughout his time of employment, Mr. Tcheumani was reliable and performed his job duties to the best of his ability.

After approximately two months of working for your Company, Mr. Tcheumani noticed that fewer hours were reflected on his wage statement than he had actually worked. Mr. Tcheumani then informed management via email and requested that the mistakes be corrected. Mr. Tcheumani primarily interacted with a manager named Kyle regarding his inaccurate wages; however, Managers, Rose, and Jesus Vidal were also aware. Following his inquiry, Mr. Tcheumani was instructed to fill out a form describing the issue, then ensured his pay would be corrected in a timely manner.

Mr. Tcheumani's unpaid wages were not corrected as promised which forced him to make numerous complaints over the course of approximately six months. In March of 2022, Kyle acknowledged the delay with resolution of the unpaid wages via email stating, "The emails slipped past me but I'm back on it now," to which Mr. Tcheumani responded with understanding and appreciation that the issue would finally be resolved. Mr. Tcheumani's unpaid wages were corrected the following pay period; however, immediately following the correction, he was asked to join a Google meeting with Mr. Vidal during which his employment was terminated. Mr. Medal stated "lack of participation" as the reason for termination which Mr. Tcheumani felt was unusual considering lack of participation was not mentioned until immediately after he was compensated outstanding wages due to countless complaints. The manner in which Mr. Tcheumani was terminated is indicative of retaliatory motives in violation of California Labor Code § 98.6.

In addition to the wrongful manner in which Mr. Tcheumani's employment was terminated, your Company failed to provide his final paycheck immediately as required by California law. Due to the delay in compensating Mr. Tcheumani, your Company will be held liable for the associated waiting time penalties as set forth by California Labor Code § 203.

Failure to Pay Timely Wages

Labor Code § 204 provides in pertinent part "all wages,..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." In addition, Labor Code § 210, employees are entitled to recover a penalty of \$100 for the initial failure to timely pay the employee all of the wages earned, and \$200 for each subsequent failure to pay in compliance with Labor Code § 204, employees are entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

Here, the wages owed to Mr. Tcheumani due to the inaccurate number of hours reflected on his paychecks were unlawfully withheld by your Company until his final pay period. Therefore, Mr. Tcheumani is entitled to compensation for the initial violation plus the subsequent 14 violations for the failure to pay in compliance with the Labor Code. Based on the foregoing, Mr. Tcheumani estimates that he is owed approximately **\$2,900.00** for the willful violations of the Labor Code (\$100 (initial violation) + (14 paystubs x \$200)).

Failure to Provide Accurate, Itemized Statements

California Labor Code § 226 requires every employer, semi-monthly or at the time of each payment of wages, to furnish each of its employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned, and (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual. Employees are entitled to \$50 for the first pay period in which a violation occurs and \$100 for any subsequent pay period in which violations occur, *per employee*, up to a maximum penalty of \$4,000.

Here, Mr. Tcheumani received wage statements that did not contain all of the requirements of California Labor Code § 226, such as all hours worked. As a result, Mr. Tcheumani is owed **\$1,450.00** (\$50 (initial violation) + (14 paystubs x \$100)) for all of the inaccurate wage statements, and the Company is liable for penalties to all aggrieved employees who did not receive accurate, itemized wage statements.

Waiting Time Penalty

Labor Code § 203 imposes a waiting time penalty on an employer that willfully fails to pay any earned, but unpaid, wages of an employee who is discharged or quits at a rate of one normal day's worth of pay up to a maximum of 30 days.

Here, your Company failed to pay Mr. Tcheumani all of the wages due at the time of his employment termination. Therefore, Mr. Tcheumani is entitled to a daily penalty of \$176.00 (\$22.00 per hour x 8 hours). As Mr. Tcheumani received his final paycheck one week subsequent

LEGAL DISCUSSION

Retaliation in Violation of Labor Code § 98.6

Labor Code §98.6 states that: "a person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including...[filing] a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to §2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her."

Here, the prima facie case is satisfied, as Mr. Tcheumani engaged in a protected activity when he complained about unpaid wages; he then suffered an adverse employment action when Defendant terminated his employment; and there is a causal link between Mr. Tcheumani's complaint and the retaliatory conduct of Defendant.

Specifically, Mr. Tcheumani had been complaining about wage inaccuracies for months. Once your Company finally addressed the issue and corrected Mr. Tcheumani's pay, his employment was terminated in retaliation as demonstrated by the close temporal proximity of events.

Wrongful Termination in Violation of Public Policy

"[W]hen an employer's discharge of an employee violates fundamental principles of public policy, the discharged employee may maintain a tort action and recover damages traditionally available in such actions." *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 170 "[T]he cases in which violations of public policy are found generally fall into four categories: (1) refusing to violate a statute; (2) performing a statutory obligation (3) exercising a statutory right or privilege; and (4) reporting an alleged violation of a statute of public importance." *Gantt v. Sentry Insurance* (1992) 1 Cal.4th 1083, 1090-1091. Similarly, "an employer's authority over its employee does not include the right to demand that the employee commit a criminal act to further its interests, and an employer may not coerce compliance with such unlawful directions by discharging an employee who refuses to follow such an order . . ." *Tameny*, supra, 27 Cal.3d at p. 178.

In this case, Mr. Tcheumani was terminated because he complained about unpaid wages, which is expressly contrary to the public policy behind California Labor Code § 98.6.

Damages for wrongful termination in violation of California public policy are calculated based on lost wages, emotional distress damages, and a civil penalty in the amount of **\$10,000.00**.

to his employment termination, he is entitled to one normal day's worth of pay for seven days, or **\$1,232.00** (\$176.00 per day x 7 days). The Company is also liable for penalties to all aggrieved employees who did not receive all earned wages due at the time of their respective separation from the Company.

Reasonable Attorney's Fees and Costs

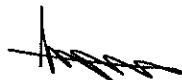
Labor Code § 1194 provides in pertinent part that an "employee is entitled to recover in a civil action the unpaid balance of the full amount of ... overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suits." Labor Code § 218.5(a) provides in relevant part that, "in any action brought for the nonpayment of wages... the court shall award reasonable attorney's fees and cost to the prevailing party..." Furthermore, "[i]n civil actions brought under [FEHA], the court, in its discretion, may award to the prevailing party . . . reasonable attorney's fees and costs, including expert witness fees." Government Code, § 12965, subd. (b). In this case, Mr. Tcheumani is entitled to reasonable attorney's fees and costs, for his individual wage and hour claims. Accordingly, you and your Company will be held liable for Mr. Tcheumani's attorney's fees and costs, which are estimated at an excess of **\$40,000.00**.

DEMAND

Notwithstanding the egregious Labor Code violations of your Company as a California employer, Mr. Tcheumani is willing to resolve this matter amicably without resorting to litigation. In exchange for signing a California Civil Code § 1542 waiver of all claims, we request the following: penalties for inaccurate and untimely wages in the amount of **\$5,582.00**, lost wages and emotional distress damages in the amount of **\$15,040.00**, and a civil penalty in the amount of **\$10,000.00** to Mr. Tcheumani for a total amount of **\$30,622.00**, plus an agreement to provide a neutral reference to future employers and payment of our attorney fees.

If you also wish to resolve this matter informally prior to litigation, please contact our office in writing no later than **April 22, 2022**. If we do not receive your written response by said date, you will be served with a lawsuit asserting our client's rights for your violations of California Labor Code.

Best regards,
EMPLOYMENT LAW ASSIST, APC



Kasim Idrees, Esq.



Chris Tcheumani <tcheumani@gmail.com>
to Daniel ▾

Hey Daniel I hope you are well! I tried to reach out to Kerri to see if there was an update to the status of the demand letter but I haven't heard back for a week now. I was hoping to get an update from you. Is there anything I need to do on my end in the meantime thanks so much!

...

Daniel Torres <daniel@employmentlawassist.com>
to me ▾

Hello Mr. Tcheumani,

Based on the information available in our system, I see we still haven't received any response to the demand letter we sent out.

Our legal team has sent two follow ups already with no luck. If the situation doesn't change, they will be reaching out to you later on this month with possible options/routes to follow.

Thank you.



Daniel Torres
(424) 234-5229

✉ Daniel@employmentlawassist.com

🌐 www.EmploymentLawAssist.com



...

Wed, Jun 8, 6:42 PM



Wed, Jun 8, 6:52 PM



Still no
Response from
Loop!

Sincerely,

Kerri Lynch



Chris Tcheumani <ctcheumani@gmail.com>
to Kerri

Thank you for your reply!



Chris Tcheumani <ctcheumani@gmail.com>
to Kerri

Hi Kerri good afternoon I was just wondering if I could get an update as to what has been done so far thanks!

Kerri Lynch <kerri@employmentlawassist.com>
to me

Hi Chris,

We have sent out your Demand. We have not yet received a formal response but we will let you know as soon as we do. Employers have up to 30 days to respond.

Kerri

Thu, Apr 21, 12:55 PM



...

Mon, May 2, 2:02 PM



...

Mon, May 2, 2:13 PM



...

NO Response
from Loop
in 5 months!

In the Matter of Gerard Tcheumani v. Loop Mobility, Inc.  Inbox x

Kerri Lynch <kerri@employmentlawassist.com>
to me ▾

Hi Chris,


Thanks again for taking the time to speak with me today. As mentioned, we will begin drafting a Demand to send to your former employer once we investigate your claims.

If you have any additional evidence, or relevant information that supports your claims, feel free to send it over. Don't hesitate to give us a call if you have any questions.

Sincerely,

Kerri Lynch

Kerri Lynch

 (424) 234-5229

 kerri@employmentlawassist.com

 www.EmploymentLawAssist.com



Wrongful
Termination



PRIVILEGED & CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS AND WORK PRODUCT - This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, or have been inadvertently and erroneously referenced in the address line, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately and delete all copies of the message.

or personal injury, including but not limited to death, arising from or relating to your actions or inactions.

Governing Law and Jurisdiction; Arbitration

You agree that any claim or dispute arising out of or relating in any way to the Service will be resolved solely and exclusively by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. The laws of the State of New York shall govern this Agreement, and shall be used in any arbitration proceeding.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. Any arbitration between you and Loop shall have three (3) arbitrators.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the following address: Loop Mobility, Inc., 208 Lessin Lane, Austin, TX, 78704 USA. Arbitration under this Agreement will be conducted by the American Arbitration Association (AAA) under its rules then in effect, shall be conducted in English, and shall be located in [New York City, New York]. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrators, will be strictly confidential for the benefit of all parties.

You and Loop agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both you and Loop agree that each have waived any right to a jury trial.

Notwithstanding the foregoing, you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights.

To the extent arbitration does not apply, you agree that any dispute arising out of or relating to the Service, or to us, may only be brought by you in a state or federal court located in [New York City, New York]. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN [NEW YORK].

Arbitration

between you and us as a result of this Agreement or your use of the Service.

Assignment. We may assign our rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without our prior written consent, and any unauthorized assignment by you shall be null and void.

No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: Loop Mobility, Inc., 208 Lessin Lane, Austin, TX, 78704 USA, or sent via email to hi@ridewithloop.com.

Equitable Remedies. You hereby agree that we would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Force Majeure. In no event shall we or our affiliates be liable to you for any damage, delay, or failure to perform resulting directly or indirectly from a force majeure event.

Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to the Service, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

Copyright Policy

If you believe in good faith that any material posted on our Services infringes the copyright in your work, please contact our copyright agent, designated under the Digital Millennium Copyright Act ("DMCA") (17

NO response
from email
on in regards
to violations

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact our designated DMCA Copyright Agent:

Copyright Agent
Loop Mobility, Inc.
208 Lessin Lane,
Austin, TX, 78704
USA
e-mail: hi@ridewithloop.com

Complaint Policy (Including Trademark and Privacy)

If you believe in good faith that any material posted on the Service infringes any of your rights other than in copyright, or is otherwise unlawful, you must send a notice to hi@ridewithloop.com containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the material posted on the Service that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;



Earnings Statement

Pay period: Feb 17, 2022 - Mar 2, 2022 Pay Day: Mar 4, 2022
Chris Tcheumani's bank account (... 9620): \$742.07

Company
LOOP MOBILITY INC
3921 Kansas Ave NW
304
Washington, DC 20011
860-670-0117

Employee
Gerard Tcheumani
XXX-XX-4628
27835 Rainier Rd
Castaic, CA 91384

Employee Earnings		Rate	Hours	Current	Year To Date
Description					
Regular Hours / Hourly		\$21.64	40.0	\$865.60	\$4,328.00
Total Hours Worked			40.0		
Gross Earnings				\$865.60	\$4,328.00

wrong hours paid

Employee Taxes Withheld		Current	Year To Date
Employee Tax			
Federal Income Tax		\$36.75	\$183.75
Social Security		\$53.67	\$268.34
Medicare		\$12.56	\$62.76
CA State Income Tax		\$11.03	\$55.15
CA SUI		\$9.52	\$47.60

Employer Taxes		Current	Year To Date
Company Tax			
Social Security		\$53.67	\$268.34
Medicare		\$12.56	\$62.76
FUTA		\$5.19	\$25.95
CARET		\$0.87	\$4.35
CA SUI		\$29.43	\$147.15

Employee Deductions		Current	Year To Date
Description	Type		
None	-	\$0.00	\$0.00

Employer Contributions		Current	Year To Date
Description	Type		
None	-	\$0.00	\$0.00

Summary		Current	Year To Date
Description			
Gross Earnings		\$865.60	\$4,328.00
Pre-Tax Deductions/Contributions		\$0.00	\$0.00
Taxes		\$123.53	\$617.60
Post-Tax Deductions/Contributions		\$0.00	\$0.00
Net Pay		\$742.07	\$3,710.40
Total Reimbursements		\$0.00	\$0.00
Check Amount		\$742.07	\$3,710.40

Paid Time Off Policy		Hours
Description		
Hours used this period		0.00
Remaining Time Off		Unlimited

2021, 7:56 PM ☆ ☆

to me ~

Hi Chris thank you so much for talking with me today and for all your kind words.

This is my personal email address to keep in touch too! Sorry I had to delete my messages to you on Slack, I just didn't want you to get bothered with my problems and worst, I wouldn't want them to think I was talking bad about them when all I was doing was telling you what happened. If you could please delete your msg to me with the details I would really appreciate it!

I know things are rough and up and down but as long as you put forth your best and do the right thing, this will guide you to where you need to be.

Please keep in touch through text or email. Message me anytime I can help you with anything. I'm confident in your knowledge and your experience and I know you'll continue to do great things wherever you go and whoever you bless with your presence!

Thank you so much Chris!

Former employee left Loop
due to environment!!!



Earnings Statement

Pay period: Feb 3, 2022 - Feb 16, 2022 Pay Day: Feb 18, 2022
Chris Tcheumani's bank account (. . . 9620): \$742.08

Company

LOOP MOBILITY INC
3921 Kansas Ave NW
304
Washington, DC 20011
860-670-0117

Employee

Gerard Tcheumani
XXX-XX-4628
27835 Rainier Rd
Castaic, CA 91384

Employee Earnings

Description	Rate	Hours	Current	Year To Date
<u>Regular Hours Hourly</u>	\$21.64	40.0	\$865.60	\$3,462.40
<u>Total Hours Worked</u>		40.0		
<u>Gross Earnings</u>			\$865.60	\$3,462.40

Wrong hours Paid

Employee Taxes Withheld

Employee Tax	Current	Year To Date
<u>Federal Income Tax</u>	\$36.75	\$147.00
<u>Social Security</u>	\$53.67	\$214.67
<u>Medicare</u>	\$12.55	\$50.20
<u>CA State Income Tax</u>	\$11.03	\$44.12
<u>CA SDI</u>	\$9.52	\$38.08

Employer Taxes

Company Tax	Current	Year To Date
<u>Social Security</u>	\$53.67	\$214.67
<u>Medicare</u>	\$12.55	\$50.20
<u>FUTA</u>	\$5.19	\$20.76
<u>CARETT</u>	\$0.87	\$3.48
<u>CA SUI</u>	\$29.43	\$117.72

Employee Deductions

Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Employer Contributions

Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Summary

Description	Current	Year To Date
<u>Gross Earnings</u>	\$865.60	\$3,462.40
<u>Pre-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Taxes</u>	\$123.52	\$494.07
<u>Post-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Net Pay</u>	\$742.08	\$2,968.33
<u>Total Reimbursements</u>	\$0.00	\$0.00
<u>Check Amount</u>	\$742.08	\$2,968.33

Paid Time Off Policy

Description	Hours
Hours used this period	0.00
Remaining Time Off	Unlimited

Chris Tcheumani <ctcheumani@gmail.com>

Hey [REDACTED] it's Chris! I hope you're doing well! I just wanted to let you know that I have been let go from Loop. There were a lot of ongoing issues that I felt were never addressed and they let me go because I spoke out about it. I hope everything is good with you and I hope you are great! How'd vet school coming along

Mon, Mar 14, 1:12 PM

[REDACTED]
to me w

Chris hi!

I'm really sorry to hear about what happened at Loop. If you should ever need a reference you let me know and I got you.

The environment was not very nice unfortunately and for your own sake I hope you find a place where you'll be very happy and you'll be given the guidance and support you should always have.

Please keep in touch! I'm not in vet school yet, I actually might consider wildlife rehab instead. As of now I have another ft office job and I'm also doing the grocery deliveries.

I'm really proud of you for standing up for yourself and for speaking out. I'm sorry that you did not feel supported as you should have.

I hope you have a terrific week. Do you have any plans for the next few weeks?

Sun, Mar 20, 7:13 PM (8 days ago)

Former employee at Loop who
left due to environment,

13 of 1,044 < >

**Chris Tcheumani**

it has come to my attention that there seems to be a mix-up on my taxes I have only gotta paid 1505.32 so I'm not sure why the 1031.33 payment appears on my 202

Wed, Mar 16, 12:27 PM (12 days ago) ☆

Kyle Rose

Hi Chris - your final payroll is on the way and I'm working through the tax discrepancy right now I'll be in touch soon. Thanks KDR

Wed, Mar 16, 2:15 PM (-2 days ago) ☆

**Chris Tcheumani**

Thank you for the update Kyle. I appreciate it.

Wed, Mar 16, 2:31 PM (-2 days ago) ☆

Kyle Rose

to me

Hey Chris, your payment has been processed - you also inconveniently were enrolled for 401k benefits so some money was put there which you can access via gusto but I added the difference in the money put in 401k onto your pay so you wouldn't have to wait.

Fri, Mar 18, 11:35 AM (10 days ago) ☆


Take care,
KDR

**Chris Tcheumani** <ctcheumani@gmail.com>

to Kyle

Hello, Kyle Thank you for the update I do have a question. I was talking to my lawyer in regards to the late payments and penalties. They referenced me to California Section § 210, the penalties for late paid wages are 100 for the first violation and \$200 for each subsequent violation. In addition, the employer must pay 25 percent of the wages that were paid late. We counted up all the violations along with 25% of the wages owed which would be \$3,050. I was paid \$1,452.04 not including the 689.92 for the 32 hours that I worked. I would still be owed \$2,360.08. They told me that because the payment amount is small it would be better to just resolve it with Loop as supposed to go to court, but if not then we will have to proceed with the next steps and take it to court. Dispute Resolution: If there is an issue or dispute between the parties that they cannot resolve between themselves, they shall work together in good faith for at least fourteen(21) days from the time the issues arises to try and resolve the differences in question before taking any further action under this agreement(b) If the dispute is not resolved within fourteen days, their respective Director's will communicate directly with each other in an effort to resolve the parties differences. (c) If the dispute is not resolved within a further fourteen(21) days, the parties agree to appoint and obtain the assistance of a mutually acceptable mediator to mediate their differences. (d) If the dispute is not resolved, or the parties cannot agree upon a mediator, within a further fourteen(21) days, then either party may initiate legal proceedings in the court of competent jurisdiction in the State of California. I look forward to your reply.

Mon, Mar 21, 10:32 AM (7 days ago) ☆

Gusto taxes,  Inbox xChris Tcheumani <cicheumani@gmail.com>
to Jesus, Kyle

It has come to my attention that there seems to be a mix-up on my taxes. I have only gotta paid 1005.32 so I'm not sure why the 1031.33 payment appears on my 2022 taxes. I need quick feedback and assistance to amen the errors in a timely manner otherwise I will have to consult with my attorney and file an additional complaint to the Department of Labor for these violations and with state agencies due to incorrect pay and the previous pay issue taking so long to be resolved. I also request that I immediately be paid for march 4th, 6th, 8th 11th, and 13th. These hours should have been paid Monday along with the hours that were not paid in a timely manner on the day of termination. Thank you for your help...

3 Attachments

Check Amount	Amount	Check Number	Check Date	Check Status
\$1,005.32	\$1,005.32	1031	03/14/2022	03:14:2022 paystu...
\$1,031.33	\$1,031.33	1032	03/14/2022	03:14:2022 paystu...

Kyle Rose

to me, Jesus

Hi Chris - your final payroll is on the way and I'm working through the tax discrepancy right now. I'll be in touch soon.

Thanks,
KDR


Kyle Rose
People Ops



701 Brazos Street, Austin, TX, 78704
www.nitrowithhelp.com

November 18th, 2021

Kyle Denzel Rose 1:25 PM
 hey chris! I made something last night to help ensure that nothing is ever forgotten about, and to make sure that things are prioritized properly - do you mind filling out a short google-form about your request? you can just copy and paste details you've mentioned here already. I'll have help from Jasmine P tracking them this way! if you have any recommendations on the form, it's not simple enough let me know but here it is:
<https://forms.gle/7zDM4Fjh5MLegSL7>

 **accounts.google.com**
 Google Forms - create and analyze surveys, for free.
 Create a new survey on your own or with others at the same time. Choose from a variety of survey types and analyze results in Google Forms. Free from Google.

Chris Tcheumani 2:15 PM
 I have filled it out thanks for ur help!

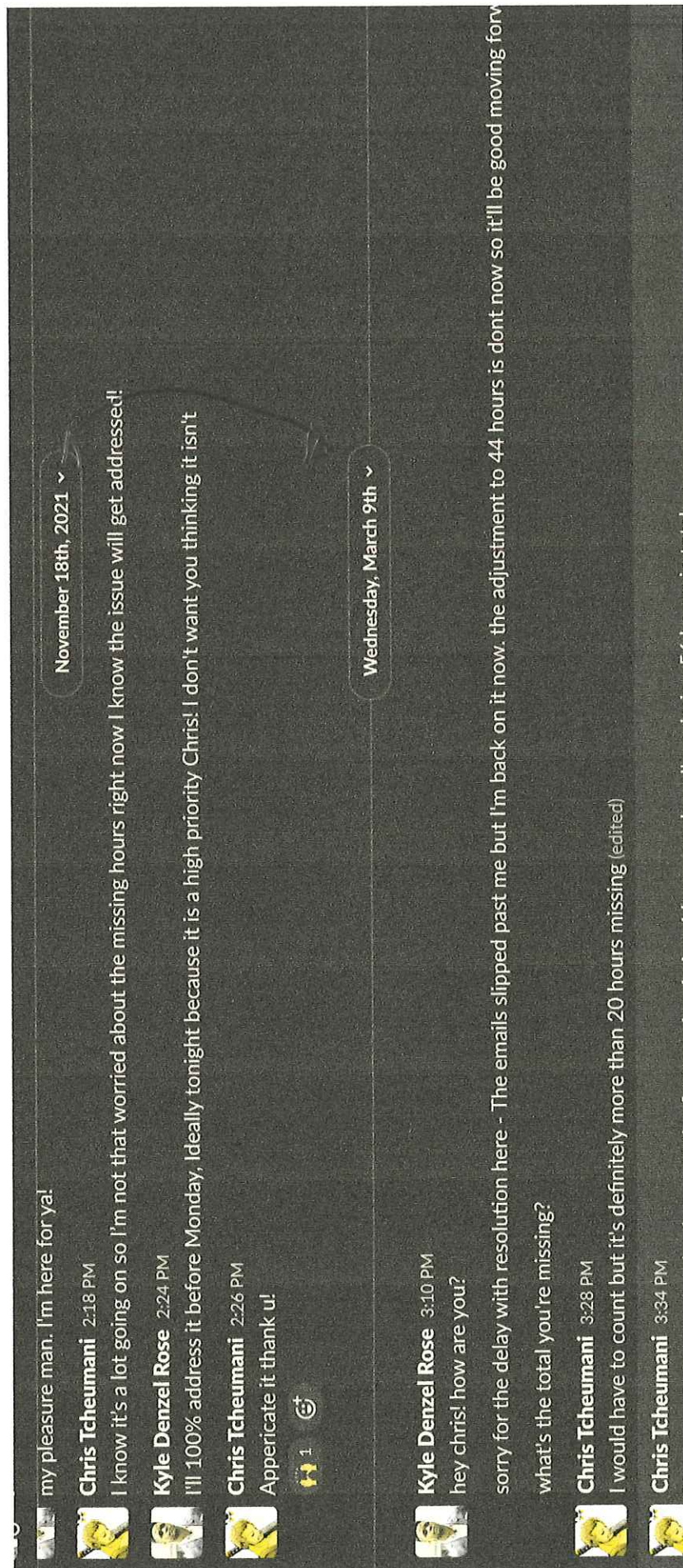
Kyle Denzel Rose 2:16 PM
 my pleasure man. I'm here for ya!

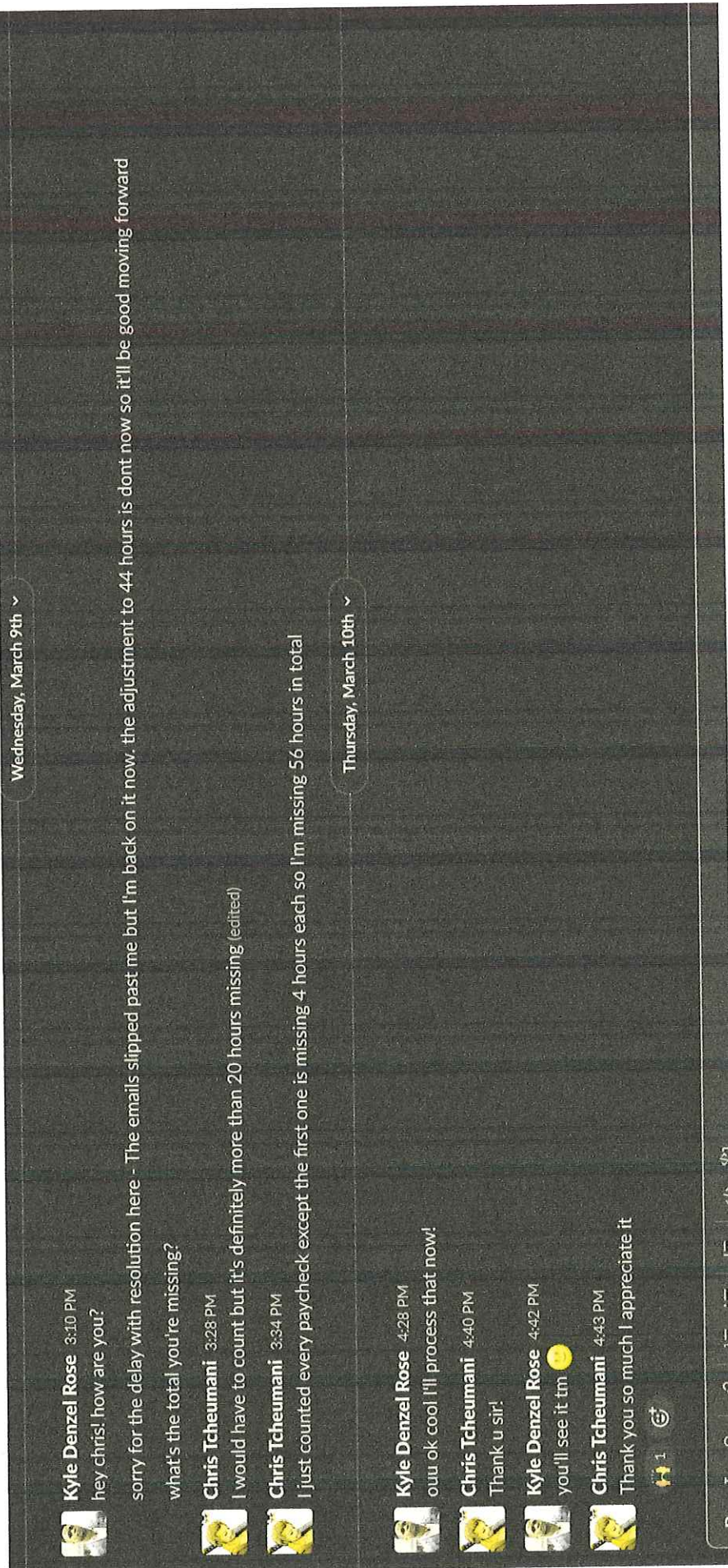
Chris Tcheumani 2:18 PM
 I know it's a lot going on so I'm not that worried about the missing hours right now I know the issue will get addressed!

Kyle Denzel Rose 2:24 PM
 I'll 100% address it before Monday. Ideally tonight because it is a high priority Chris! I don't want you thinking it isn't

Chris Tcheumani 2:26 PM
 Appreciate it thank u!

⋮
 📎 ⬆ ⌛ 🔍







Earnings Statement

Pay period: Feb 17, 2022 - Mar 2, 2022 Pay Day: Mar 4, 2022
Chris Tcheumani's bank account (. . . 9620): \$742.07

Company
LOOP MOBILITY INC
3921 Kansas Ave NW
304
Washington, DC 20011
860-670-0117

Employee
Gerard Tcheumani
XXX-XX-4628
27835 Rainier Rd
Castro, CA 91384

Employee Earnings			
Description	Rate	Hours	Current
Regular Hours Hourly	\$21.64	40.0	\$865.60
Total Hours Worked		40.0	
Gross Earnings			\$865.60

Employee Taxes Withheld			
Description	Current	Year To Date	Current
Employee Tax	\$36.75	\$183.75	\$53.67
Federal Income Tax	\$53.67	\$268.34	\$12.56
Social Security	\$12.56	\$62.76	\$5.19
Medicare	\$11.03	\$55.15	\$0.87
CA State Income Tax	\$9.52	\$47.60	\$29.43
CA SDI			

Employee Deductions			
Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Employer Contributions			
Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Summary			
Description	Current	Year To Date	Current
Gross Earnings	\$865.60	\$4,328.00	\$865.60
Pre-Tax Deductions/Contributions	\$0.00	\$0.00	\$0.00
Taxes	\$123.53	\$617.60	\$123.53
Post-Tax Deductions/Contributions	\$0.00	\$0.00	\$0.00
Net Pay	\$742.07	\$3,710.40	\$742.07
Total Reimbursements	\$0.00	\$0.00	\$0.00
Check Amount	\$742.07	\$3,710.40	\$742.07

Paid Time Off Policy			
Description	Hours	Current	Year To Date
Hours used this period	0.00		
Remaining Time Off	Unlimited		

Earnings Statement

Pay period: Feb 3, 2022 - Feb 16, 2022 Pay Day: Feb 18, 2022
Chris Tcheumani's bank account (... 9620): \$742.08

Company
LOOP MOBILITY INC
3921 Kansas Ave NW
304
Washington, DC 20011
860-670-0117

Employee
Gerard Tcheumani
XXX-XX-4628
27835 Rainier Rd
Castaic, CA 91384

Employee Earnings		Rate	Hours	Current	Year To Date
Description					
Regular Hours Hourly		\$21.64	40.0	\$865.60	\$3,462.40
Total Hours Worked			40.0		
Gross Earnings				\$865.60	\$3,462.40

Employee Taxes Withheld		Current	Year To Date
Employee Tax			
Federal Income Tax		\$36.75	\$147.00
Social Security		\$53.67	\$214.67
Medicare		\$12.55	\$50.20
CA State Income Tax		\$11.03	\$44.12
CA SDI		\$9.52	\$38.08
Employer Taxes			
Company Tax			
Social Security		\$53.67	\$214.67
Medicare		\$12.55	\$50.20
FUTA		\$5.19	\$20.76
CA EIT		\$0.87	\$3.48
CA SUI		\$29.43	\$117.72

Employee Deductions		Type	Current	Year To Date
Description				
None		-	\$0.00	\$0.00

Employer Contributions		Type	Current	Year To Date
Description				
None		-	\$0.00	\$0.00

Summary		Current	Year To Date
Description			
Gross Earnings		\$865.60	\$3,462.40
Pre-Tax Deductions Contributions		\$0.00	\$0.00
Taxes		\$123.52	\$494.07
Post-Tax Deductions Contributions		\$0.00	\$0.00
Net Pay		\$742.08	\$2,968.33
Total Reimbursements		\$0.00	\$0.00
Check Amount		\$742.08	\$2,968.33

Paid Time Off Policy		Hours
Description		
Hours used this period		0.00
Remaining Time Off		Unlimited

Paycheck Issues Inbox x

Fri, Oct 29, 2021, 3:56 PM ☆

Chris Tcheumani

--Hey Kyle I hope you are well. I had hours that I needed to get fixed from the last paycheck and this one. I had 4 work hours missing from last week's paycheck

Jesus Vidal <jesus@ridewithloop.com>

to me ▾

Fri, Oct 29, 2021, 5:26 PM ☆ ↩ ⋮

Confirmation from me Kyle. Chris is owed these hours.

Best,

...

On Fri, Oct 29, 2021 at 5:56 PM Chris Tcheumani <chris@ridewithloop.com> wrote:

--Hey Kyle I hope you are well. I had hours that I needed to get fixed from the last paycheck and this one. I had 4 work hours missing from last week's paycheck and 5 meeting hours missing from the previous pay period. Thank you so much for your help

Chris Tcheumani
Customer Care Associate



208 Lessin Lane, Austin, TX
www.ridewithloop.com



This message is intended for the personal and CONFIDENTIAL use of the designated recipient(s) named above. If you are not the intended recipient of this message you are hereby notified that any review, distribution, dissemination, copying or otherwise of this message is strictly prohibited. If you have received this communication in error, please destroy all electronic and paper.

Fri, Nov 12, 2021, 9:24 AM



Chris Tcheumani <chris@ridewithloop.com>
to Kyle, Jesus

--Hey Kyle I hope you are well. I had hours that I needed to get fixed from the last paycheck that still haven't gotten addressed yet . I had 4 work hours missing from the previous week's paycheck and 5 meeting hours missing from the previous pay period. Also I'm now missing 4 hours for the week pay of 11/12/2021 so right now it's a total of 13 hours missing in pay that I haven't received yet thanks so much hope this gets fixed soon

Chris Tcheumani
Customer Care Associate



208 Lessin Lane, Austin, TX
78701-4600



Loop is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Loop is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Loop is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

Mon, Nov 15, 2021, 5:01 AM



Kyle Rose <kyle@ridewithloop.com>
to me, Jesus

Hey Chris - I'll have this amended by Eod Tuesday and you'll see it this week!

Best,
KDR

...

op Insurance Mail. OK No thanks X

Hide side

People Ops Inquiry Form

This form will ensure that your request is recorded, prioritized and attended to in a timely fashion.

 Draft saved

chris@ridewithloop.com [Switch account](#)

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response.

*** Required**

Your Name *

Chris Tcheumani

Date of Request Submission *

Date

02/26/2022 

People Ops Function *

- ☐ Benefits
- ☐ Confidential Complaint
- ☐ Learning and Development
- ☒ Compensation
- ☐ Administrative Request
- ☐ Employee Engagement
- ☐ Policy
- ☐ Other:

Please provide as much context as you deem appropriate *

I have been compensated for 40 hours of work a week when I should be compensated 44 hours

Urgency *

- ☒ Urgent and Important
- ☐ Important
- ☐ Moderate urgency

People Ops Inquiry Form

This form will ensure that your request is recorded, prioritized and attended to in a timely fashion.

christ@redwithloop.com 8:14:33 AM

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response.

* Required

Your Name *

Your answer

Date of Request Submission *

Date

mm/dd/yyyy

People Ops Function *

- ☐ Benefits
- ☐ Confidential Complaint
- ☐ Learning and Development
- ☐ Compensation
- ☐ Administrative Request
- ☐ Employee Engagement
- ☐ Policy
- ☐ Other:

Please provide as much context as you deem appropriate *

Your answer

Urgency *

- ☐ Urgent and Important
- ☐ Important
- ☐ Moderate urgency
- ☐ Low Urgency

Supporting Document or Image (Not Required)

Your answer

Clear form

Never submit passwords through Google Forms.

This form was created inside of Loop Insurance. [Report abuse](#)

Google Forms

Week of 3/14/2022

100

2022

Care Specialist

Ashley

Jhoel

Chris

Tasha

CXFF Hours

40

40

04

22 13

Project Hours

Meetings Hot

Total Hours

40

40

2 3

13

	A	B	C	D	E	F	G	H	I	J	K
1	<div>DAILY SCHEDULE</div> <div>Week of 2/21/2022</div>										
2	nk jj										
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

Chrome File Edit View History Bookmarks Profiles Tab Window Help

mail.google.com/mail/u/0/label/Inbox?ik=65d4d7c71f7c2a0fVX4BB4ZcraQSHL

Google

Active 1 of 8 2:28 PM (1 minute ago)

Inbox Starred Snoozed Sent Drafts More

Chris Tchumani <chris@ridewithhoop.com> to Kyle, Jesus Hello.

Urgent; payroll correction request

I am reaching out to follow up on the issue with my payroll. I originally submitted in October of 2021 to correct the number of hours owed to me. I have been paid the incorrect amount of hours since I started working here and the issue was never corrected. I was wondering who else I can reach out to in regards to this issue because the issue was never resolved back in October. I look forward to your prompt response and assistance in this matter.

Best, Chris Tchumani Customer Care Associate

701 Brazos Street, Austin, TX, 78704

No conversations

aces

March 4th



Earnings Statement

Pay period: Off-Cycle Payroll Pay Day: Mar 14, 2022 Chris Toheumani's bank account (. . . 9620): \$1,005.52

Company
LOOP MOBILITY INC
3921 Kansas Ave NW
304
Washington, DC 20011
860-670-0117

Employee
Gerard Toheumani
XXX-XX-4628
27835 Rainier Rd
Castaic, CA 91384

Employee Earnings			
Description	Rate	Hours	Current
Regular Hours Hourly	\$21.64	56.0	\$1,211.84
Total Hours Worked		56.0	
Gross Earnings			\$5,539.84

Employee Taxes Withheld			
Employee Tax		Current	Year To Date
Federal Income Tax		\$77.75	\$261.50
Social Security		\$75.13	\$343.47
Medicare		\$17.57	\$80.33
CA State Income Tax		\$22.54	\$77.69
CA SUI		\$13.33	\$60.93

Employer Taxes			
Company Tax		Current	Year To Date
Social Security		\$75.13	\$343.47
Medicare		\$17.57	\$80.33
FUTA		\$7.27	\$33.22
CA EIT		\$1.21	\$5.56
CA SUI		\$41.20	\$188.35

Employee Deductions			
Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Employer Contributions			
Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Summary			
Description	Current	Year To Date	
Gross Earnings	\$1,211.84	\$5,539.84	
Pre-Tax Deductions/Contributions	\$0.00	\$0.00	
Taxes	\$205.32	\$823.92	
Post-Tax Deductions/Contributions	\$0.00	\$0.00	
Net Pay	\$1,005.52	\$4,715.92	
Total Reimbursements	\$0.00	\$0.00	
Gross Amount	\$1,005.52	\$4,715.92	

Paid Time Off Policy			
Description	Hours		
Hours used this period	0.00		
Remaining Time Off	Unlimited		



Earnings Statement

Pay period: Jan 20, 2022 - Feb 2, 2022 Pay Day: Feb 4, 2022
Chris Tcheumani's bank account (. . . 9620): \$742.08

Company

LOOP MOBILITY INC
3921 Kansas Ave NW
304
Washington, DC 20011
860-670-0117

Employee

Gerard Tcheumani
XXX-XX-4628
27835 Rainier Rd
Castaic, CA 91384

Employee Earnings

Description	Rate	Hours	Current	Year To Date
<u>Regular Hours Hourly</u>	\$21.64	40.0	\$865.60	\$2,596.80
<u>Total Hours Worked</u>		40.0		
<u>Gross Earnings</u>			\$865.60	\$2,596.80

Employee Taxes Withheld

Employee Tax	Current	Year To Date
<u>Federal Income Tax</u>	\$36.75	\$110.25
<u>Social Security</u>	\$53.67	\$161.00
<u>Medicare</u>	\$12.55	\$37.65
<u>CA State Income Tax</u>	\$11.03	\$33.09
<u>CA SDI</u>	\$9.52	\$28.56

Employer Taxes

Company Tax	Current	Year To Date
<u>Social Security</u>	\$53.67	\$161.00
<u>Medicare</u>	\$12.55	\$37.65
<u>FUTA</u>	\$5.19	\$15.57
<u>CA EIT</u>	\$0.87	\$2.61
<u>CA SUI</u>	\$29.43	\$88.29

Employee Deductions

Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Employer Contributions

Description	Type	Current	Year To Date
None	-	\$0.00	\$0.00

Summary

Description	Current	Year To Date
<u>Gross Earnings</u>	\$865.60	\$2,596.80
<u>Pre-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Taxes</u>	\$123.52	\$370.55
<u>Post-Tax Deductions/Contributions</u>	\$0.00	\$0.00
<u>Net Pay</u>	\$742.08	\$2,226.25
<u>Total Reimbursements</u>	\$0.00	\$0.00
<u>Check Amount</u>	\$742.08	\$2,226.25

Paid Time Off Policy

Description	Hours
Hours used this period	0.00
Remaining Time Off	Unlimited

Gusto taxes,  Inbox xChris Tcheumani <ctcheumani@gmail.com>
to Jesus, Kyle

It has come to my attention that there seems to be a mix-up on my taxes. I have only gotta paid 1005.32 so I'm not sure why the 1031.33 payment appears on my 2022 taxes. I need quick feedback and assistance to amen the errors in a timely manner otherwise I will have to consult with my attorney and file an additional complaint to the Department of Labor for these violations and with state agencies due to incorrect pay and the previous pay issue taking so long to be resolved. I also request that I immediately be paid for march 4th, 6th, 8th 11th, and 13th. These hours should have been paid Monday along with the hours that were not paid in a timely manner on the day of termination. Thank you for your help...

3 Attachments

Check Amount	DATE	Service Statement	Link
\$1,031.33	03-14-2022	03-14:2022 paystu...	
\$1,005.52	03-14-2022	03-14:2022 paystu...	

Kyle Rose <kyle@ridewithloop.com>
to me, Jesus

Hi Chris - your final payroll is on the way and I'm working through the tax discrepancy right now. I'll be in touch soon.

Thanks,
KDR

Kyle Rose
People Ops

Wed, Mar 16, 2:15 PM

Fired me, but
failed to pay
my last payCheck
on time!

PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

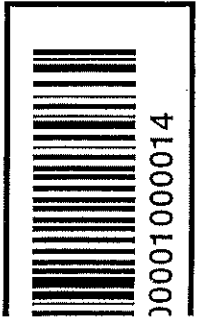
PRIORITY MAIL
FLAT RATE ENVELOPE
POSTAGE REQUIRED

UNITED STATES POSTAL SERVICE® PRIORITY MAIL

delivery date specified for domestic use.
domestic shipments include up to \$50 of insurance (restrictions apply).
packing® included for domestic and many international destinations.
international insurance.
ed internationally, a customs declaration form is required.
es not cover certain items. For details regarding claims exclusions see the
Manual at <http://pe.usps.com>.
tional Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

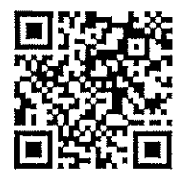
RATE ENVELOPE
■ ANY WEIGHT

REGISTERED ■ INSURED



EP14F May 2020
OD: 12 1/2 x 9 1/2

To schedule free Package Pickup
scan the QR code.



USPS.COM/PICKUP

PRIORITY MAIL
UNITED STATES POSTAL SERVICE®
VISIT US AT USPS.COM®
ORDER FREE SUPPLIES ONLINE

FROM:

Geord C. Teemani Jr
27835 Reimer Road
Castaic, CA [91384]

Non-Domestic

TO:

3/C
Texas Western District Court
United States Courthouse
501 West 5th Street
Austin, TX 78701

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL USE